

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON  
AT RICHLAND

WARREN and WENDY BECK,  
individually and as the marital  
community thereof,

## Plaintiffs.

V.

AMERICAN FAMILY INSURANCE  
COMPANY, a foreign insurance  
company,

Defendant.

No. 4:25-cv-5018-MKD

**AMERICAN FAMILY  
INSURANCE COMPANY'S  
ANSWER AND AFFIRMATIVE  
DEFENSES TO PLAINTIFFS'  
COMPLAINT**

Defendant American Family Insurance Company (AFICS) submits the following Answer and Affirmative Defenses to Plaintiffs' Complaint.

## L. PARTIES

1.1 In Answer to Paragraph 1.1 of Plaintiffs' Complaint, AFICS is without the information sufficient to form a belief as to the truth or falsity of the matters

1 alleged and therefore denies the same.

2       1.2 In Answer to Paragraph 1.2 of Plaintiffs' Complaint, AFICS admits  
3 that it is a foreign insurer organized under the laws of the State of Wisconsin with  
4 a principal place of business in the State of Wisconsin.

5       1.3 In Answer to Paragraph 1.3 of Plaintiffs' Complaint, AFICS admits  
6 that it issues policies in the State of Washington. To the extent that Paragraph 1.3  
7 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the  
8 same.

9       1.4 In Answer to Paragraph 1.4 of Plaintiffs' Complaint, AFICS admits.

10       1.5 In Answer to Paragraph 1.5 of Plaintiffs' Complaint, Paragraph 1.5  
11 appears to consist of a legal conclusion for which no response is required. To the  
12 extent that response is required, AFICS admits.

13       1.6 In Answer to Paragraph 1.6 of Plaintiffs' Complaint, Paragraph 1.6  
14 contains a legal conclusion to which no response is required. To the extent that  
15 Paragraph 1.6 of Plaintiffs' Complaint contains any further factual allegations,  
16 AFICS denies the same.

17       1.7 In Answer to Paragraph 1.7 of Plaintiffs' Complaint, AFICS is without  
18 the information sufficient to form a belief as to the truth or falsity of the matters  
19 alleged and therefore denies the same.

20       1.8 In Answer to Paragraph 1.8 of Plaintiffs' Complaint, AFICS denies.

1       1.9    In Answer to Paragraph 1.9 of Plaintiff's Complaint, AFICS admits  
2 this Court has jurisdiction over the subject matter and is the proper venue for this  
3 action. To the extent that Paragraph 1.9 of Plaintiffs' Complaint contains any  
4 further factual allegations, AFICS denies the same.  
5

## 6                   II.    FACTS

7       2.1    In Answer to Paragraph 2.1 of Plaintiffs' Complaint, AFICS restates  
8 and incorporates by reference its Answers to all preceding Paragraphs above as  
9 though fully set forth herein.

10      2.2    In Answer to Paragraph 2.2 of Plaintiffs' Complaint, AFICS admits it  
11 issued policy number 41092-28162-65 (the "Policy") to Plaintiffs. The Policy  
12 speaks for itself and provides coverage pursuant to its terms and conditions and not  
13 otherwise. To the extent that Paragraph 2.2 of Plaintiffs' Complaint contains any  
14 further factual allegations, AFICS denies the same.  
15

16      2.3    In Answer to Paragraph 2.3 of Plaintiffs' Complaint, AFICS admits  
17 the Policy speaks for itself and provides coverage pursuant to its terms and  
18 conditions and not otherwise. To the extent that Paragraph 2.3 of Plaintiffs'  
19 Complaint contains any further factual allegations, AFICS denies the same.  
20

21      2.4    In Answer to Paragraph 2.4 of Plaintiffs' Complaint, AFICS admits  
22 the Policy speaks for itself and provides coverage pursuant to its terms and  
23 conditions and not otherwise. To the extent that Paragraph 2.4 of Plaintiffs'

1 Complaint contains any further factual allegations, AFICS denies the same.

2 2.2<sup>1</sup> In Answer to Paragraph 2.2 of Plaintiffs' Complaint, AFICS denies.

3 By way of further Answer to Paragraph 2.2, AFICS admits a claim was reported to  
4 AFICS by Plaintiffs on March 13, 2024.

5 2.3 In Answer to Paragraph 2.3 of Plaintiffs' Complaint, AFICS admits  
6 Plaintiffs' provided notice of their claim to AFICS on March 13, 2024. To the  
7 extent that Paragraph 2.3 of Plaintiffs' Complaint contains any further factual  
8 allegations, AFICS denies the same.

9 2.4 In Answer to Paragraph 2.4 of Plaintiffs' Complaint, AFICS admits  
10 the Policy speaks for itself and provides coverage pursuant to its terms and  
11 conditions and not otherwise. To the extent that Paragraph 2.4 of Plaintiffs'  
12 Complaint contains any further factual allegations, AFICS denies the same.

13 2.5 In Answer to Paragraph 2.5 of Plaintiffs' Complaint, AFICS admits  
14 the Policy speaks for itself and provides coverage pursuant to its terms and  
15 conditions and not otherwise. To the extent that Paragraph 2.5 of Plaintiffs'  
16 Complaint contains any further factual allegations, AFICS denies the same.

17 2.6 In Answer to Paragraph 2.6 of Plaintiffs' Complaint, AFICS admits  
18 the Policy speaks for itself and provides coverage pursuant to its terms and  
19

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20 21 22 23 <sup>1</sup> Inconsistent numbering is reflective of numbering used in Plaintiffs' Complaint

1 conditions and not otherwise. To the extent that Paragraph 2.6 of Plaintiffs'  
2 Complaint contains any further factual allegations, AFICS denies the same.

3       2.7 In Answer to Paragraph 2.7 of Plaintiffs' Complaint, AFICS admits  
4 the Policy speaks for itself and provides coverage pursuant to its terms and  
5 conditions and not otherwise. To the extent that Paragraph 2.7 of Plaintiffs'  
6 Complaint contains any further factual allegations, AFICS denies the same.

7       2.8 In Answer to Paragraph 2.8 of Plaintiffs' Complaint, AFICS admits  
8 the Policy speaks for itself and provides coverage pursuant to its terms and  
9 conditions and not otherwise. To the extent that Paragraph 2.8 of Plaintiffs'  
10 Complaint contains any further factual allegations, AFICS denies the same.

11       2.9 In Answer to Paragraph 2.9 of Plaintiffs' Complaint, AFICS is without  
12 information sufficient to form a belief as to the truth or falsity of the matters alleged  
13 and therefore denies the same.

14       2.10 In Answer to Paragraph 2.10 of Plaintiffs' Complaint, AFICS admits  
15 the April 18, 2024, correspondence speaks for itself and provides coverage  
16 pursuant to its terms and conditions and not otherwise. To the extent that Paragraph  
17 2.10 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies  
18 the same.

19       2.11 In Answer to Paragraph 2.11 of Plaintiffs' Complaint, AFICS admits  
20 the April 19, 2024, correspondence speaks for itself and not otherwise. To the  
21

1 extent that Paragraph 2.11 of Plaintiffs' Complaint contains any further factual  
2 allegations, AFICS denies the same.

3       2.12 In Answer to Paragraph 2.12 of Plaintiffs' Complaint, AFICS admits  
4 the May 8, 2024, correspondence speaks for itself and not otherwise. To the extent  
5 that Paragraph 2.12 of Plaintiffs' Complaint contains any further factual  
6 allegations, AFICS denies the same.

7       2.13 In Answer to Paragraph 2.13 of Plaintiffs' Complaint, AFICS is  
8 without information sufficient to form a belief as to the truth or falsity of the matters  
9 alleged and therefore denies the same.

10       2.14 In Answer to Paragraph 2.14 of Plaintiffs' complaint, AFICS admits  
11 any communication from Plaintiffs' representative speaks for itself and not  
12 otherwise. To the extent that Paragraph 2.14 of Plaintiffs' Complaint contains any  
13 further factual allegations, AFICS denies the same.

14       2.15 In Answer to Paragraph 2.15 of Plaintiffs' Complaint, AFICS admits  
15 the July 30, 2024, Sworn Statement in Proof of Loss speaks for itself and not  
16 otherwise. To the extent that Paragraph 2.15 of Plaintiffs' Complaint contains any  
17 further factual allegations, AFICS denies the same.

18       2.16 In Answer to Paragraph 2.16 of Plaintiffs' Complaint, AFICS denies.

19       2.17 In Answer to Paragraph 2.17 of Plaintiffs' Complaint, AFICS is  
20 without information sufficient to form a belief as to the truth or falsity of the matters

1 alleged and therefore denies the same.

2       2.18 In Answer to Paragraph 2.18 of Plaintiffs' Complaint, AFICS admits  
3 the Policy speaks for itself and provides coverage pursuant to its terms and  
4 conditions and not otherwise. To the extent that Paragraph 2.18 of Plaintiffs'  
5 Complaint contains any further factual allegations, AFICS denies the same.  
6

7       2.19 In Answer to Paragraph 2.19 of Plaintiffs' Complain, AFICS admits  
8 the Policy speaks for itself and provides coverage pursuant to its terms and  
9 conditions and not otherwise. To the extent that Paragraph 2.19 of Plaintiffs'  
10 Complaint contains any further factual allegations, AFICS denies the same.  
11

12       2.20 In Answer to Paragraph 2.20 of Plaintiffs' Complain, AFICS admits  
13 the Policy speaks for itself and provides coverage pursuant to its terms and  
14 conditions and not otherwise. To the extent that Paragraph 2.20 of Plaintiffs'  
15 Complaint contains any further factual allegations, AFICS denies the same.  
16

17       2.21 In Answer to Paragraph 2.21 of Plaintiff's Complaint, AFICS admits  
18 the Policy speaks for itself and provides coverage pursuant to its terms and  
19 conditions and not otherwise. To the extent that Paragraph 2.21 of Plaintiffs'  
20 Complaint contains any further factual allegations, AFICS denies the same.  
21

22       2.22 In Answer to Paragraph 2.22 of Plaintiffs' Complaint, Paragraph 2.22  
23 contains a legal conclusion to which no response is required. To the extent that  
Paragraph 2.22 of Plaintiffs' Complaint contains any further factual allegations.  
24

1 AFICS denies the same.

2       2.23 In Answer to Paragraph 2.23 of Plaintiffs' Complaint, AFICS admits  
3 the Policy speaks for itself and provides coverage pursuant to its terms and  
4 conditions and not otherwise. To the extent that Paragraph 2.23 of Plaintiffs'  
5 Complaint contains any further factual allegations, AFICS denies the same.  
6

7       2.24 In Answer to Paragraph 2.24 of Plaintiffs' Complaint, Paragraph 2.24  
8 contains a legal conclusion to which no response is required. To the extent that  
9 Paragraph 2.24 of Plaintiffs' Complaint contains any further factual allegations,  
10 AFICS denies the same.  
11

12       2.25 In Answer to Paragraph 2.25 of Plaintiffs' Complaint, Paragraph 2.25  
13 contains a legal conclusion to which no response is required. To the extent that  
14 Paragraph 2.25 of Plaintiffs' Complaint contains any further factual allegations,  
15 AFICS denies the same.  
16

17       2.26 In Answer to Paragraph 2.26 of Plaintiff's Complaint, AFICS admits  
18 the Washington Administrative Code Regulations speak for itself and not  
19 otherwise. To the extent that Paragraph 2.26 of Plaintiffs' Complaint contains any  
20 further factual allegations, AFICS denies.  
21

22       2.27 In Answer to Paragraph 2.27 of Plaintiffs' Complaint, AFICS admits  
23 the Washington Administrative Code Regulations speak for itself and not  
otherwise. To the extent that Paragraph 2.27 of Plaintiffs' Complaint contains any  
24

1 further factual allegations, AFICS denies.

2 2.28 In Answer to Paragraph 2.28 of Plaintiffs' Complaint, AFICS is  
3 without sufficient information to either confirm or deny and therefore denies the  
4 same. AFICS further admits RCW 48.17.010(1)(b) speaks for itself and not  
5 otherwise. To the extent that Paragraph 2.28 of Plaintiffs' Complaint contains any  
6 further factual allegations, AFICS denies the same.

7 2.29 In Answer to Paragraph 2.29 of Plaintiffs' Complaint, Paragraph 2.29  
8 contains a legal conclusion to which no response is required. To the extent that  
9 Paragraph 2.29 of Plaintiffs' Complaint contains any further factual allegations,  
10 AFICS denies the same.

11 2.30 In Answer to Paragraph 2.30 of Plaintiffs' Complaint, AFICS admits  
12 the Policy speaks for itself and not otherwise. To the extent that Paragraph 2.30 of  
13 Plaintiffs' Complaint contains any further factual allegations, AFICS denies the  
14 same.

15 2.31 In Answer to Paragraph 2.31 of Plaintiffs' Complaint, AFICS denies.

16 2.32 In Response to Paragraph 2.32 of Plaintiffs' Complaint, AFICS  
17 denies.

18 2.33 In Answer to Paragraph 2.33 of Plaintiffs' Complaint, AFICS denies.

19 2.34 In Answer to Paragraph 2.34 of Plaintiffs' Complaint, AFICS denies.

20 2.35 In Answer to Paragraph 2.35 of Plaintiffs' Complaint, AFICS denies.

### III. CAUSES OF ACTION

## **FIRST CAUSE OF ACTION**

**(Insurance Fair Conduct Act – RCW 48.30 *et seq.*, RCW 19.86 et. seq.  
– American Family)**

3.1 In Answer to Paragraph 3.1 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.2 In Answer to Paragraph 3.2 of Plaintiffs' Complaint, Paragraph 3.2 contains an incorrect legal conclusion to which no response is required. To the extent that Paragraph 3.2 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.3 In Answer to Paragraph 3.3 of Plaintiffs' Complaint, AFICS denies.

3.4 In Answer to Paragraph 3.4 of Plaintiffs' Complaint, AFICS denies.

3.5 In Answer to Paragraph 3.5 of Plaintiffs' Complaint, AFICS denies.

3.6 In Answer to Paragraph 3.6 of Plaintiffs' Complaint, AFICS denies.

### 3.7 In Answer to Paragraph 3.7 of Plaintiffs' Complaint, AFICS denies.

### 3.8 In Answer to Paragraph 3.8 of Plaintiffs' Complaint, AFICS denies.

3.9 In Answer to Paragraph 3.9 of Plaintiffs' Complaint, AEICS denies

3.10. In Answer to Paragraph 3.10 of Plaintiffs' Complaint, AFJCS denies

3.11 In Answer to Paragraph 3.11 of Plaintiffs' Complaint, AEIICS denies

AFICS' ANSWER TO PLAINTIFFS'  
COMPLAINT - 10  
NO. 4:25-cv-5018-MKD

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1848 WESTLAKE AVENUE N, SUITE 100  
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**SECOND CAUSE OF ACTION**  
**(Bad Faith Violations – All Defendants)**

3.12 In Answer to Paragraph 3.12 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.13 In Answer to Paragraph 3.13 of Plaintiff's Complaint, AFICS admits the Policy speaks for itself and not otherwise. To the extent that Paragraph 3.13 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.14 In Answer to Paragraph 3.14 of Plaintiff's Complaint, Paragraph 3.14 contains a legal conclusion to which no response is required. To the extent that Paragraph 3.14 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.15 In Answer to Paragraph 3.15 of Plaintiff's Complaint, AFICS denies.

3.16 In Answer to Paragraph 3.16 of Plaintiff's Complaint, AFJCS denies.

3.17 In Answer to Paragraph 3.17 of Plaintiff's Complaint, AFICS denies.

3.18 In Answer to Paragraph 3.18 of Plaintiff's Complaint, AFICS denies.

3.19 In Answer to Paragraph 3.19 of Plaintiff's Complaint, AFJCS denies.

### **THIRD CAUSE OF ACTION** **(Breach of Contract)**

3.20 In Answer to Paragraph 3.20 of Plaintiffs' Complaint, AFICS restates

1 and incorporates by reference its Answers to all preceding Paragraphs above as  
2 though fully set forth herein.

3       3.21 In Answer to Paragraph 3.21 of Plaintiff's Complaint, AFICS admits  
4 the Policy speaks for itself and provides coverage pursuant to its terms and  
5 conditions and not otherwise. To the extent that Paragraph 3.21 of Plaintiffs'  
6 Complaint contains any further factual allegations, AFICS denies the same.

7       3.22 In Answer to Paragraph 3.22 of Plaintiff's Complaint, Paragraph 3.22  
8 contains a legal conclusion to which no response is required. To the extent that  
9 Paragraph 3.22 of Plaintiffs' Complaint contains any further factual allegations,  
10 AFICS denies the same.

11       3.23 In Answer to Paragraph 3.23 of Plaintiff's Complaint, Paragraph 3.23  
12 contains a legal conclusion to which no response is required. To the extent that  
13 Paragraph 3.23 of Plaintiffs' Complaint contains any further factual allegations,  
14 AFICS denies the same.

15       3.24 In Answer to Paragraph 3.24 of Plaintiff's Complaint, Paragraph 3.24  
16 contains a legal conclusion to which no response is required. To the extent that  
17 Paragraph 3.24 contains any further factual allegations, AFICS denies the same.

18       3.25 In Answer to Paragraph 3.25 of Plaintiff's Complaint, AFICS denies.

19       3.26 In Answer to Paragraph 3.26 of Plaintiff's Complaint, AFICS denies.

## **FOURTH CAUSE OF ACTION** (Consumer Protection Act)

3.31<sup>2</sup> In Answer to Paragraph 3.31 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.32 In Answer to Paragraph 3.32 of Plaintiffs' Complaint, Paragraph 3.32 contains a legal conclusion to which no response is required. To the extent that Paragraph 3.32 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.33 In Answer to Paragraph 3.33 of Plaintiffs' Complaint, AFICS denies.

3.34 In Answer to Paragraph 3.34 of Plaintiffs' Complaint, AFICS denies.

3.35 In Answer to Paragraph 3.35 of Plaintiffs' Complaint, AFICS admits it is engaged in the business of insurance. In further response to Paragraph 3.35 of Plaintiff's Complaint contains a legal conclusion to which no response is required. To the extent that Paragraph 3.35 of Plaintiffs' Complaint contains any further factual allegations, AFICS denies the same.

3.36 In Answer to Paragraph 3.36 of Plaintiffs' Complaint, AFICS denies.

3.37 In Answer to Paragraph 3.37 of Plaintiffs' Complaint, AFICS denies.

<sup>2</sup> Inconsistent numbering is reflective of numbering used in Plaintiffs' Complaint

**FIFTH CAUSE OF ACTION**  
(Declaratory Judgment/RCW 7.24)

3.38 In Answer to Paragraph 3.38 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.39 In Answer to Paragraph 3.39 of Plaintiff's Complaint, AFICS denies.

3.40 In Answer to Paragraph 3.40 of Plaintiff's Complaint, AFICS denies.

3.41 In Answer to Paragraph 3.41 of Plaintiff's Complaint, AFICS denies.

3.42 In Answer to Paragraph 3.42 of Plaintiffs' Complaint, AFICS denies.

**SIXTH CAUSE OF ACTION**  
**(Negligent Claims Handling)**

3.43 In Answer to Paragraph 3.43 of Plaintiffs' Complaint, AFICS restates and incorporates by reference its Answers to all preceding Paragraphs above as though fully set forth herein.

3.44 In Answer to Paragraph 3.44 of Plaintiffs' Complaint, AFICS denies.

3.45 In Answer to Paragraph 3.45 of Plaintiffs' Complaint, AFICS denies.

3.46 In Answer to Paragraph 3.46 of Plaintiffs' Complaint, AFICS denies.

3.47 In Answer to Paragraph 3.47 of Plaintiffs' Complaint, AFICS denies.

3.48 In Answer to Paragraph 3.48 of Plaintiffs' Complaint, AFICS denies.

3.49 In Answer to Paragraph 3.49 of Plaintiffs' Complaint, AFICS denies.

3.50 In Answer to Paragraph 3.50 of Plaintiff's Complaint, AFICS denies.

1           3.51 In Answer to Paragraph 3.51 of Plaintiff's Complaint, AFICS denies.  
2

#### IV. DAMAGES

3           4.1 In Answer to Paragraph 4.1 of Plaintiffs' Complaint, AFICS denies.  
4

5           4.2 In Answer to Paragraph 4.2 of Plaintiffs' Complaint, AFICS denies.  
6

7           4.3 In Answer to Paragraph 4.3 of Plaintiffs' Complaint, AFICS admits  
8 the Policy speaks for itself and provides coverage pursuant to its terms and  
9 conditions and not otherwise. To the extent that Paragraph 4.3 contains any further  
10 factual allegations, AFICS denies the same.

11           4.4 In Answer to Paragraph 4.4 of Plaintiffs' Complaint, AFICS denies.  
12

13           4.5 In Answer to Paragraph 4.5 of Plaintiffs' Complaint, AFICS denies.  
14

15           In way of further Answer to Plaintiffs' Complaint, AFICS denies Plaintiffs  
16 are entitled to the relief sought in Paragraphs 1-5.

#### V. AFFIRMATIVE DEFENSES

16           By way of further Answer to Plaintiffs' Complaint, AFICS asserts the  
17 following affirmative defenses:  
18

19           5.1 AFICS has fully complied with its obligations under the AFICS Policy  
20 of insurance and has at all times acted reasonably in handling all claims for benefits  
21 under the Policy. As a result, Plaintiffs' claims are without merit.

22           5.2 The AFICS Policy provides coverage pursuant to its terms and  
23 conditions and not otherwise. Plaintiffs' claims are barred, in whole or in part, by

1 the terms, conditions, coverages, and exclusions of the AFICS Policy.

2 5.3 Plaintiffs' claims are barred, in whole or in part, by their failure to  
3 cooperate with the terms and conditions of the AFICS Policy, which materially  
4 prejudiced AFICS in the investigation of Plaintiffs' claims.

5 5.4 To the extent that Plaintiffs have suffered damages, Plaintiffs have  
6 failed to mitigate those damages.

8 5.5 AFICS has not breached any contract with Plaintiffs.

9 5.6 Plaintiffs have failed to establish the necessary elements of claims  
10 upon which Plaintiffs bear the burden of proof.

11 5.7 To the extent that Plaintiffs have suffered damages, any such damages  
12 may have been based, in whole or in part, by the acts or omissions of third parties  
13 over whom AFICS has no control.

15 5.8 Plaintiffs' Complaint fails to state a claim upon which relief may be  
16 granted.

17 5.9 To the extent that Plaintiffs have suffered damages, any such damages  
18 may have been based, in whole or in part, by the acts of omissions of Plaintiffs.

20 5.10 In the event that Plaintiffs are awarded any damages against AFICS,  
21 then AFICS is entitled to an offset and/or set off as to the recovery of Plaintiffs  
22 damages against any third party and/or for any payments previously made by  
23 AFICS.

5.11 Plaintiffs lack standing to bring the claims alleged in Plaintiffs' Complaint.

5.12 Plaintiffs' claims are barred in whole or in part due to Plaintiffs' no longer being the intended recipient of the claims asserted under the AFICS Policy.

5.13 Plaintiffs' claims are barred due to assignment of their rights under the Policy.

5.14 Plaintiffs have waived their ability to bring the claims asserted.

5.15 Plaintiffs are not the real parties in interest and are therefore misjoined.

5.16 AFICS reserves the right to amend this Answer and to include any additional claims or defenses as may become known or apparent during the course of this litigation.

## VI. PRAYER FOR RELIEF

Having fully answered Plaintiffs' Complaint and asserted its Affirmative Defenses, AFICS prays for the following relief:

1. Dismissal of Plaintiffs' claims with prejudice and without recovery;
2. For all attorney fees and all costs as authorized by law;
3. For such other relief that the Court deems just and equitable.

DATED this 27th day of February, 2025.

1                   LEATHER LAW GROUP  
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4  
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8  
9

*/s/ Thomas Lether*

Thomas Lether, WSBA #18089

*/s/ Michael R. Morgan*

Michael R. Morgan, WSBA #60419

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## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies under the penalty of perjury under the laws of the United States of America that on this date I caused to be served in the manner noted below a true and correct copy of the foregoing on the following party(ies):

Ryan Best  
Carigan Pereiro  
Madison Florey  
Best Law, PLLC  
905 W. Riverside, Suite 409  
Spokane, WA 99201  
(509) 624-4422  
*Counsel for Plaintiffs Warren and Wendy Beck*

By:  First Class Mail  Email/ECF  Legal Messenger

DATED this 27th day of February, 2025 at Seattle, Washington.

s/ Devon Sheehan  
Devon Sheehan | Paralegal